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12 **IN THE UNITED STATES DISTRICT COURT**
13 **DISTRICT OF ARIZONA**

14 MEYERS LAW, PLLC, an Arizona professional
15 limited liability company

16 Plaintiff,

17 v.

18 TALI ARIK,

19 Defendant

NO. _____

20 **COMPLAINT**
21 **and**
22 **DEMAND FOR JURY TRIAL**

23 Plaintiff alleges:

24 **THE PARTIES**

25 1. Plaintiff Meyers Law PLLC (hereafter “Plaintiff”) is an Arizona professional
26 limited liability company having its principal place of business in Phoenix, Arizona. Plaintiff
is a law firm.

2. Defendant Tali Arik is a Nevada resident.

3. The matter in controversy exceeds \$75,000.00. The Court therefore has
jurisdiction pursuant to 28 U.S.C. § 1332(a)(1).

4. Venue is proper in the District of Arizona pursuant to 28 U.S.C. § 1391(b)(2)
because this district is the judicial district in which a substantial part of the events or
omissions giving rise to the claims are based occurred.

...

1 5. Defendant Arik has sufficient minimum contacts with Arizona for the exercise
2 of personal jurisdiction over him. Specifically Defendant Arik contacted Plaintiff's principal,
3 Howard Meyers, while Mr. Meyers was in Arizona to secure legal representation. The fee
4 agreement was entered into in Arizona. Defendant Arik traveled to Arizona to meet with Mr.
5 Meyers. Defendant Arik agreed to, and did, make payments to the Arizona law firms with
6 whom Mr. Meyers was affiliated. After Mr. Meyers left his former firm, and formed Plaintiff
7 law firm, Defendant Arik contracted with Plaintiff, an Arizona entity, for continued
8 representation. All of the legal work performed by Mr. Meyers (both at his prior and
9 current firm) was performed in Arizona. Mr. Meyers never appeared in the District Court in
10 which the *qui tam* action was filed (which was a District other than Arizona).

11 **COUNT ONE**
12 (breach of contract)

13 6. In January of 2014 Defendant Arik entered into a Law Firm Retention
14 Agreement with Ridenour, Hinton & Lewis, PLLC, the law firm with whom Mr. Meyers
15 was then affiliated, for representation in a *qui tam* lawsuit. Exhibit A to Exhibit 1 attached
16 hereto is a genuine copy of the executed Law Firm Retention Agreement. Because the record
17 of the *qui tam* action is sealed by court order, the reference to the *qui tam* defendant is
18 redacted.

19 7. Thereafter, by written agreement dated November 16, 2014, Defendant Arik
20 engaged Plaintiff to take over his representation from and after December 1, 2014. Exhibit 1
21 is a genuine copy of the executed Retainer Agreement.

22 8. The Retainer Agreement entitles Plaintiff to "40% of the gross recovery."

23 9. Defendant Arik's *qui tam* action was settled. The federal government awarded
24 Defendant Arik a portion of the recovery as Relator.

25 10. After the settlement, Plaintiff filed an action for attorneys' fees and cost on
26 Defendant Arik's behalf pursuant to 31 U.S.C. §3730(d)(1).

1 11. While the fee application was pending, Defendant Arik and the *qui tam*
2 defendant entered into a separate settlement of the attorneys' fees and costs claim. The terms
3 of that settlement are confidential. Nevertheless, Defendant Arik received monies under the
4 attorneys' fees and costs settlement which constitute a "gross recovery." Plaintiff is entitled
5 to be paid 40% of the amount of the attorneys' fees and costs settlement, a number which
6 will be proved at trial but which exceeds \$75,000.

7 12. Defendant Arik has breached the Retention Agreement by refusing to pay
8 Plaintiff the monies owed to it by virtue of the attorneys' fees and costs settlement.

9 13. This is a contested action arising out of contract entitling Plaintiff to award of
10 attorneys' fees pursuant to A.R.S. §12-341.01(A).

11 **COUNT TWO**
(unjust enrichment)

12 14. Plaintiff re-alleges ¶¶1-5.

13 15. While documentation of the attorneys' fees and costs settlement described in
14 ¶11 was ongoing, Defendant Arik disclaimed the Retention Agreement, claiming it was
15 somehow void or otherwise unenforceable.

16 16. If the Retention Agreement is void or otherwise unenforceable, then Defendant
17 Arik would be unjustly enriched by retaining the entirety of the attorneys' fees and costs
18 settlement, a significant portion of which constitutes attorneys' fees which Defendant Arik is
19 precluded as a layperson from receiving as a matter of law.

20 17. Plaintiff is entitled to an award of attorneys' fees valued on the basis of
21 *quantum meruit*.

22 **DEMAND FOR JURY TRIAL**

23 18. Plaintiff demands a trial by jury pursuant to Rule 38(b)(1).

24 **WHEREFORE**, Plaintiff prays judgment against Defendant Arik as follows:

25 A. On Count One, for judgment in the amount of 40% of the amount paid to
26 Defendant Arik under the settlement agreement (which number will be proved with

1 reasonable certainty but which exceeds \$75,000), its taxable costs and attorneys' fees,
2 together with prejudgment interest at the rate of 10% per annum pursuant to A.R.S. § 44-
3 1201(A) from the date of the commencement of this action to the date of judgment;

4 B. In the alternative, on Count II for judgment in the amount of a reasonable fee
5 as measured by *quantum meruit* and its taxable costs;

6 C. For the Plaintiff's reasonable attorneys' fees and non-taxable costs incurred
7 herein pursuant to A.R.S. § 12-341.01;

8 D. For post-judgment interest at the judgement on all sums awarded to the
9 Plaintiff in the judgment from the date of judgment until paid at the rate specified by 28
10 U.S.C. § 1961; and

11 E. For such other and further relief as the Court deems just and proper.

12 DATED this 23rd day of September, 2019.

13 BROENING, OBERG, WOODS & WILSON, P.C.

14 By/s/ Brian Holohan

15 Brian Holohan
16 Attorneys for Plaintiff
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